Original Title Page

CPCN No. 2265.1

No supplement to this tariff will be issued Except for the purpose of canceling the tariff unless specifically authorized by the Authority.

Additions to, changes in and eliminations from this tariff will be in loose-leaf form.

AMERICAN TRANSPORTATION SYSTEMS, INC. dba AMERICAN TRANSPORTATION

#### CHARTER SERVICE TARIFF

Naming

FARES, CHARGES, RULES AND REGULATIONS

For

THE TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE

In

#### **CHARTER BUS OPERATIONS**

#### Between

# POINTS AND PLACES IN THE STATE OF NEVADA

Issued:	Issued by:	Effective:
5/29/19	DAN WILSON, CEO 2180 E PAMA LN LAS VEGAS, NV 89119	ACCEPTED  SEP 19 2019  Nevada Transportation Authority Las Vegas, Nevada

Original Page 1 CPCN No. 2265.1

# AMERICAN TRANSPORTATION SYSTEMS, INC. dba AMERICAN TRANSPORTATION

# Checking Sheet For Tariff

Upon receipt of new or revised pages, a check mark must be placed opposite the ACorrection Number≅ (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should at once be made to the issuing carrier for a copy of the new or revised page.

	C	orrection	Number	S	
1	7	13	19	25	
2	8	14	20	26	
3	9	15	21	27	
4	10	16	22	28	
5	11	17	23	29	
6	12	18	24	30	

# Explanation of Abbreviations and Other Reference Marks

dba doing business as	N New
NV Nevada	C change, neither increase
No Number	nor reduction
Nos Numbers	I Increase
NTANevada Transportation Authority	R Reduction

#### INTENTIONALLY LEFT BLANK

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Original Page 2 CPCN No. 2265.1

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Rule No.

Rules & Regulations

## 5) APPLICATION OF RATES AND CHARGES

Fares and charges named in this tariff are applicable to Waiting Time (once driver has arrived to requested pick-up location and the requested pick-up time has eclipsed) and Live Time (actual time passenger is on board vehicle). It is applied from the time vehicle picks up its passengers until passengers are dropped-off and vehicle is released. Charters that have pick-up locations 30 miles outside of Home Base (1627 Athol Ave. Henderson NV 89011, Henderson 89011, NV) will include an additional deadhead fee that is calculated from Home Base to designated pick-up/drop-off destination (whichever is closer) and added to the rates and charges named in this tariff. Charges named herein do not include gratuities, admission fees, parking fees, tolls, meals, shows, hotel accommodations or any other like charges. At the request of the charter party, carrier may make arrangements on the charter party's behalf for rooms, food or other activities as requested by the charter party. The cost of these arrangements will be added to all other charges. Additional costs for an additional driver, or drivers, required due to the use of charter equipment in such a manner that the original driver must be relieved in order to comply with applicable federal and state laws pertaining to hours of service will be added to the other charges.

### 10) BAGGAGE

(A) Hand baggage not to exceed SEVENTY (70) pounds in weight per bag with a maximum of TWO (2) bags per passenger per fare ticket. (B) No baggage other than hand baggage will be carried. (C) Carrier will not be liable for loss or damage to baggage or contents thereof unless occasioned by lack of reasonable care on its part and only in accordance with Rule 15 herein. (D) Articles with sharp edges, oversized baggage, or that which might otherwise damage the vehicles will not be carried unless securely and safely packaged. (E) Explosives, inflammables, or other harmful liquids will not be transported.

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Original Page 3 CPCN No. 2265.1

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## 15) LIABILITY, LIMITATIONS AND CLAIM PROCEDURE

(A) Carrier will not be responsible or liable to passengers for personal articles lost by or stolen from passengers. (B) Carrier will not be liable for loss or damage to baggage, luggage or the contents thereof unless occasioned by lack of reasonable care on the part of the carrier or its Agents and then only for the reasonable value thereof, subject to a maximum liability of \$200 for the loss of or damage to any single piece of baggage, including its contents thereof. Claims for loss or damage must be filed in writing with the carrier within seven (7) days after the occurrence of the loss or damage is discovered. Within fourteen (14) days after receipt of the claim, the carrier shall: (a) compensate the shipper or consignor; or (b) deliver to the consignor a written denial of the claim. A denial of a claim may be appealed by the shipper or consignor to the Nevada Transportation Authority. Carrier will require sufficient information regarding such loss or damage to enable carrier to determine the basis for and amount of the claim. Carrier willnot be responsible for delays caused by an act of God, public enemy, authority of law, quarantine, perils of navigation, riots, strikes, force majeure, accidents, breakdowns, bad conditions of the road, storms and other conditions beyond its control; and does not guarantee to arrive at or depart from any point at a specified time. The carrier will endeavor to maintain the schedule submitted by its agent or employee; and, over routes indicated, but the same is not guaranteed. If any act of God, public enemy, authority of law, quarantine, perils of navigation, riots, strikes, force majeure, accidents, breakdowns, bad conditions of the road, storms, the hazards or dangers incident to the state of war, and other conditions beyond its control make it, in the opinion of the carrier, inadvisable to operate its equipment either from the point of origin or any point en route, the carrier will not be held for damages for any reason whatsoever.

#### 20) OBJECTIONABLE PERSONS

The driver of the vehicle will have the right to refuse to carry an person or require any passenger to leave the vehicle if the person or passenger is intoxicated, unruly or who is believed to be under the influence of narcotics or any other foreign substance that may impair judgment.

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Original Page 4 CPCN No. 2265.1

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# 25) ANIMALS

Animals, other than "Seeing Eye Dogs" or others that assist a person with disabilities will not be carried unless properly confined and pre-authorized arrangement has been made with carrier.

### 30) PASSENGER AGENT

Carrier may elect to appoint as its agent any organization, firm, corporation, motel, hotel, or legal gaming operation, who individually or collectively, desire to obtain passenger bus transportation between one of more common points for the collection of all applicable charges and remittance thereof direct to carrier without individual passenger fare collection by the carrier

# 35) CANCELLATION

Carrier reserves the right to cancel any service because of weather or other conditions such as road hazards due to slides, storms, or any other similar causes, natural or otherwise which makes travel inadvisable. Carrier reserves the right to charge a cancellation fee in the event that the request for transportation is cancelled less than (7) days from time of requested service, which cancellation fee shall be equal to 100% of the reservation price.

# 40) DAMAGE TO VEHICLES

(A) Any damage to the vehicle which is caused by the charter customer(s) and/or their guests will be charged by the carrier to the customer(s). (B) A cleaning fee (\$200) will be assessed to the customer(s) for excessive trash left on the vehicle or any instance of vomit, urine, or fecal matter.

# 45) EQUIPMENT SUBSTITUTION

When scheduled equipment is not available or due to the total number of passengers, carrier may at their discretion substitute equipment.

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Original Page 5 CPCN No. 2265.1

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### **CHARTER RATES**

[COACH SIZE 47-56 PASSENGERS W/ DRIVER]

## **ROUND TRIP SERVICE** (PICKUP LOCATION = FINAL DROP OFF LOCATION)

5-HOUR MINIMUM: \$645

ADDITONAL TIME: \$129/HOUR (BILLED IN 15 MINUTE INCREMENTS)

MAXIMUM DAILY RATE: \$1290

# ONE-WAY / TRANSFER SERVICE (PICKUP LOCATION ≠ FINAL DROP OFF LOCATION)

40-LIVE MILE MINIMUM: \$516

ADDITIONAL LIVE MILES: \$12.90/MILE

STANDBY TIME (TIME NOT DRIVING): \$129/HOUR (BILLED IN 15 MINUTE INCREMENTS)

#### OVERNIGHT / OUT OF TOWN SERVICE (REQUIRES DRIVER LODGING)

2-DAY MINIMUM RATE: \$2580 ADDITIONAL DAYS: \$1290/DAY

# **DEADHEAD FEES (APPLICABLE TO ALL SERVICES)**

PICKUP = 0-30 MILES FROM HOME BASE: \$0 PICKUP = 30-45 MILES FROM HOME BASE: \$75

PICKUP = 46+ MILES FROM HOME BASE: \$75 + \$50 PER 15 MILES

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Original Page 6 CPCN No. 2265.1

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#### CHARTER BUS RATES – ADDITIONAL CHARGES

- (1) CREDIT CARD CONVENIENCE FEE: A 3.5% Credit Card Convenience Fee will be assessed on the total charge to applicable customers who use a credit card to pay for services.
- (2) FUEL SURCHAGE: A 10% fuel surcharge will be added to the total fare anytime the cost of diesel fuel exceeds \$4.00 per gallon.
- (3) CLARK COUNTY PASSENGER FEE The airport established fee will be assessed for each trip to or from an airport in Nevada

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Original Page 7 CPCN No. 2265.1

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# PASSENGER EXCISE TAX (NRS 372B.150)

The following rules apply to carriers who provide passenger transportation, excluding airport transport service:

Pursuant to Nevada legislative Senate Bill No. 376 Sec. 36. Section 51 of Assembly Bill No. 175 of this session is hereby amended to read as follows:

Sec. 51. 1. Except as otherwise provided in subsection 2 and in addition to any other fee or assessment imposed pursuant to this chapter, an excise tax is hereby imposed on the connection, whether by dispatch or other means, made by a common motor carrier of a passenger to a person or operator willing to transport the passenger at the rate of 3 percent of the total fare charged for the transportation, which much include, without limitation, all fees, surcharges, technology fees, convenience charges for the use of a credit or debit card and any other amount that is part of the fare. The Department of Taxation shall charge and collect from each common motor carrier of passengers the excise tax imposed by this subsection.

NOTE 1: The passenger excise tax may be passed along to all customers, except airport transfer.

NOTE 2: The 3% excise tax must be shown separately from the total fare as defined above.

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